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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re)	Chapter 11 Case
)	
DELPHI CORPORATION, <i>et al.</i>)	No. 05-44481
)	
Debtors.)	(Jointly Administered)
)	

AFFIDAVIT OF CHRISTOPHER J. QUALTERS

STATE OF MICHIGAN)
 : ss.
COUNTY OF KENT)

CHRISTOPHER J. QUALTERS, being duly sworn, deposes and says as follows:

1. I am an individual over 18 years of age, have personal knowledge of the facts stated herein and am qualified to testify with respect to these facts.

2. I am the Vice President for Sales and Marketing for Autocam Corporation. I have been employed by Autocam Corporation since March, 2008. I have been working in the automotive industry since 1990, which is the year I graduated from The University of Massachusetts Lowell with the degree of Bachelors of Science Mechanical Engineering.

3. In my capacity as Autocam Corporation's Vice President of Sales and Marketing, I am familiar with the various contractual relationships between Delphi Corporation and its

affiliates (collectively, "Delphi"), on the one hand, and Autocam Corporation and its affiliates (collectively, "Autocam"), on the other hand. I have custody and control of all long-term contracts involving Autocam and Delphi as well as purchase orders issued pursuant to those contracts. The terms of these contracts and purchase orders were negotiated by members of Autocam's sales and marketing division, all of whom report ultimately to me.

4. At present, Autocam and Delphi are parties to the following four, long-term contracts which are still in existence (collectively, the "Long-Term Contracts"):

	Date of Contract	Parties to Contract	Parts/Components	Affidavit Exhibit No.
a.	July 24, 2002 ("Contract #1: DEAC")	Delphi Corporation LLC and Autocam International Ltd.	Locking Pin, Spring Seat	A
b.	Undated ("Contract #2: M-1")	AC Rochester and Autocam Corporation	Spacer, Pole Piece, Seat	B
c.	December 21, 1998 ("Contract #3: M-2")	Delphi and Autocam Corporation	Seat Guide, Pole Piece, Core Valve	C
d.	December 16, 2002 ("Contract #4: M-3.5")	Delphi Corporation and Autocam International Ltd.	Pole Piece-Fuel Injector (Plated)	D

5. These four contracts were amended pursuant to the terms of a certain letter agreement/memorandum of understanding dated June 28, 2007. A copy of this document is attached hereto as Exhibit E.

6. The following purchase orders between Autocam and Delphi were issued under the Long Term Contracts identified below and are still in effect:

a. Contract #1: DEAC

Order	Ln	Ship-To	Item Number	PO Number	Sched	Program	Part Description	Ship to
17768	26	100117	10-01424	550049056	yes	DEAC	Lock Pin	Grand Rapids
17768	27	100117	10-01613	550049151	yes	DEAC	Spring Seat Chart .952	Grand Rapids

17768	28	100117	10-01614	550049151	yes	DEAC	Spring Seat	Grand Rapids
17768	29	100117	10-01615	550049151	yes	DEAC	Spring Seat	Grand Rapids
17768	30	100117	10-01616	550049151	yes	DEAC	Spring Seat	Grand Rapids
17768	31	100117	10-01617	550049151	yes	DEAC	Spring Seat	Grand Rapids
17768	32	100117	10-01618	550049151	yes	DEAC	Spring Seat	Grand Rapids
17768	33	100117	10-01619	550049151	yes	DEAC	Spring Seat	Grand Rapids
17768	34	100117	10-01620	550049151	yes	DEAC	Spring Seat	Grand Rapids
17768	35	100117	10-01621	550049151	yes	DEAC	Spring Seat	Grand Rapids
17768	36	100117	10-01622	550049151	yes	DEAC	Spring Seat	Grand Rapids
17768	37	100117	10-01623	550049151	yes	DEAC	Spring Seat	Grand Rapids
17768	38	100117	10-01624	550049151	yes	DEAC	Spring Seat	Grand Rapids
17768	39	100117	10-01625	550049151	yes	DEAC	Spring Seat	Grand Rapids
17768	40	100117	10-01626	550049151	yes	DEAC	Spring Seat	Grand Rapids
17768	41	100117	10-01627	550049151	yes	DEAC	Spring Seat	Grand Rapids
17768	42	100117	10-01628	550049151	yes	DEAC	Spring Seat	Grand Rapids
17768	43	100117	10-01629	550049151	yes	DEAC	Spring Seat	Grand Rapids
17768	44	100117	10-01630	550049151	yes	DEAC	Spring Seat	Grand Rapids
17768	45	100117	10-01631	550049151	yes	DEAC	Spring Seat	Grand Rapids
17768	46	100117	10-01632	550049151	yes	DEAC	Spring Seat	Grand Rapids
17768	47	100117	10-01633	550049151	yes	DEAC	Spring Seat	Grand Rapids

b. Contract #2: M-1

Order	Ln	Ship-To	Item Number	PO Number	Sched	Program	Part Description	Ship to
17768	52	100117	10-00097	550136510	yes	M1	TBI Core	Grand Rapids
17768	53	100117	10-00413	550136510	yes	M1	SBLM Core	Grand Rapids
17768	55	100117	10-00462	550136509	yes	M1	Northstar Cores	Grand Rapids
17768	58	100117	10-00006	550136510	yes	M1	TBI Seat	Grand Rapids
17768	59	100117	10-00405	550136510	yes	M1	MTFP Seat	Grand

								Rapids
17768	60	100117	10-00406	550136510	yes	M1	Seat Core, Blank	Grand Rapids
17768	61	100117	10-00411	550136510	yes	M1	Seat	Grand Rapids
17768	63	100117	10-00449	550136510	yes	M1	Guided Seat Blank	Grand Rapids
17768	64	100117	10-00521	550136510	yes	M1	Seat-Core Blank	Grand Rapids
17768	65	100117	10-00005	550136510	yes	M1	TBI Pole Piece	Grand Rapids
17768	66	100117	10-00098	550136510	yes	M1	Pole Piece	Grand Rapids
17768	67	100117	10-00117	550136510	yes	M1	2.2L Pole Piece	Grand Rapids
17768	68	100117	10-00420	550136512	yes	M1	Pole Piece	Grand Rapids
17768	71	100117	10-00482	550136510	yes	M1	Pole Piece	Grand Rapids
17768	72	100117	10-00609	550136510	yes	M1	12% CR Gmbh Pole Piece	Grand Rapids
17768	75	100117	10-00121	550136510	yes	M1	CPI - Locating Pin	Grand Rapids
17768	76	100117	10-00123	550136510	yes	M1	CPI - Arm Rest Pin	Grand Rapids
17768	77	100117	10-01830	550136508	yes	M1	Powdered Metal Spacer	Grand Rapids
17768	78	100117	10-00435	550136510	yes	M1	Core	Grand Rapids
17768	79	100117	10-00414	550244474	yes	M1	LBLM Core	Grand Rapids
17768	80	100117	10-00007	550244474	yes	M1	Adj Screw	Grand Rapids
17768	81	100117	10-00469	550244474	yes	M1	Chrome Core Adj. Screw	Grand Rapids
17768	82	100117	10-00415	550244474	yes	M1	MTFP Seat	Grand Rapids
17768	83	100117	10-00454	550244474	yes	M1	Pole Piece	Grand Rapids
17768	84	100117	10-00478	550244474	yes	M1	Pole Piece	Grand Rapids
17768	85	100117	10-00102	550244474	yes	M1	Tube-Metering 1.07 I.D.	Grand Rapids
17768	86	100117	10-00103	550244474	yes	M1	Tube-Metering 0.91 I.D.	Grand Rapids

c. Contract #3: M-2

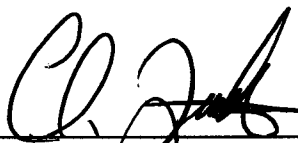
Order	Ln	Ship-To	Item Number	PO Number	Sched	Program	Part Description	Ship to
18912	1	100106	10-00672	550135443	yes	M2	Lower Guide	Rochester
18912	2	100106	10-01162	550135443	yes	M2	Pole Piece	Rochester
18912	3	100106	10-01347	550135955	yes	M2	Valve Blank	Rochester

17768	51	100117	10-01162	550136541	yes	M2	Pole Piece	Grand Rapids
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d. Contract #4: M-35

Order	Ln	Ship-To	Item Number	PO Number	Sched	Program	Part Description	Ship to
18912	4	100106	10-01694	550135442	yes	M3.5	Valve	Rochester
18912	5	100106	10-01699	550135442	yes	M3.5	Pole Piece	Rochester
18912	6	100106	10-02222	550167958	yes	M3.5	M3.5 Max Pole Piece	Rochester
18912	8	100106	10-02265	550167959	yes	M3.5	M3.5 Max Valve	Rochester
18912	7	100106	10-02249	550167960	yes	M3.5	M3.5 Enhanced Pole Piece	Rochester
19259	1	100106	80-02251	450503845	no	Proto	Weld Block	Rochester
19305	1	100106	80-02258	450511394	no	Proto	Pole Piece	Rochester
19585	1	100106	80-02258	450586358	no	Proto	Pole Piece	Rochester
19693	1	100106	10-02265	450619830	no	M3.5	M3.5 Max Valve	Rochester

FURTHER DEPONENT SAYETH NOT.


Christopher J. Qualters

Subscribed and sworn to before me this 23rd day of July, 2009.


Print Name: _____
Notary Public, _____ County, Michigan
My commission expires: _____
Acting in the County of _____

MARTHA LEDEZMA
Notary Public
State of Michigan, County of Newaygo
My Commission Expires: 08/17/2013
Acting in the County of Kent

EXHIBIT A

DEAC

JULY 2002

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DELPHI**DELPHI CORPORATION LLC****LIFETIME CONTRACT****1. Purchase of Product**

Autosam International Ltd. ("Seller") agrees to sell and Delphi Corporation LLC acting through its E and C Division ("Buyer") agrees to purchase, approximately 100% of Buyer's production and service requirements for the following products (each referred to as a "Product" and collectively referred to as the "Products"):

Part Number	Description	Per Unit Price	Maximum Annual Daily Tool Capacity
25338814	Locking Pin	.2889	64,000 pcs per day
25335625	Spring Seat	.4493	32,000 pcs per day

2. Term

With respect to each Product, the term of this Contract is from January 1, 2004 through December 31, 2008.

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3. Prices

The per unit price of each Product for 2004 Calendar Year is F.O.B. Autocam Plant-Kentwood, Michigan (2000 Incoterms). Pricing for each subsequent Calendar Year is subject to the following minimum annual percentage reductions from the prior Calendar Year's pricing:

Locking Pin (#25338614—Print Revision 13):

Year	Price	% Reduction	Estimated Annual Volume
2004 CY	\$.2899 ea		Approx. 1.3 Million Pcs. *
2005 CY	\$.2854 ea	8.45 %	Approx. 1.7 Million Pcs.
2006 CY	\$.2253 ea	15.1%	Approx. 6.0 Million Pcs.
2007 CY	\$.2163 ea	4.0%	Approx. 15.0 Million Pcs.
2008 CY	\$.2098 ea	3.0%	Approx. 15.0 Million Pcs.

Spring Seat (Print Chart #25338625—Print Revision 16):

Year	Price	% Reduction	Estimated Annual Volume
2004 CY	\$.4493		Approx. 640,000 pcs *
2005 CY	\$.4290	4.5%	Approx. 840,000 pcs
2006 CY	\$.3155	26.5%	Approx. 3.0 Million pcs
2007 CY	\$.2757	12.6%	Approx. 7.5 Million pcs
2008 CY	\$.2674	3.0%	Approx. 7.5 Million pcs

MEMO: Piece Part Prices Apply to all individual part numbers on Chart Drawing #25338625

- * 2004 CY Volumes are based upon Approx. 2004 CY Start of Production of (circa) March, 2004.

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Pricing is based on utilization of tooled capacity to achieve the estimated annual volumes reflected above. If actual volumes differ significantly from those estimates, Buyer and Seller will make a good faith effort to identify additional business to be sourced by Buyer to Seller in order to use the underutilized capacity provided that such sourcing will be done on a competitive basis and so long as it does not have any negative impact to Buyer or Seller.

Prior to making any major capital investment for incremental annual capacity during the term of this Contract, Seller will meet with Buyer to ensure that Seller is using the most recent information available from Buyer as to long term capacity planning requirements.

Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce Seller's costs of supplying each Product. Buyer and Seller agree that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to [fifty percent (50%)] of any net cost savings achieved by Seller with respect to such Product (i.e., savings after recovery by Seller of a pro rata portion, based on the remaining term of this Contract, of the reasonable and documented costs to achieve such cost savings), provided, however, that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any savings resulting from reduction on the content of the such Product.

No price increases (including any decrease of the scheduled price reductions) will be made on account of (i) Seller's failure to achieve any expected cost savings or productivity improvements or (ii) any increases in Seller's labor, materials, overhead and other costs. In the event that Buyer agrees to any price increases (or a decrease of any scheduled price reductions) with respect to any Product, then, notwithstanding anything to the contrary set forth in this Contract, the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any subsequent net cost savings achieved by Seller with respect to such Product until aggregate price reductions on account of Seller's cost savings equal any price increases previously agreed to by Buyer.

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Informational Addendum: For informational purposes; Seller has quoted Buyer (Quote dated June 18, 2002); an alternative Program Rollout/Ramp-up Schedule; as listed below:

Locking Pin #24338814—Print Revision 13:*

	<u>Price</u>	<u>Approx. Estimated Volume</u>
CY 2004	\$.2899 ea	1.8 Million pcs
CY 2005	\$.2654 ea	3.76 Million pcs
CY 2006	\$.2253 ea	10.5 Million pcs
CY 2007	\$.2163 ea	10.5 Million pcs
CY 2008	\$.2098 ea	10.5 Million pcs

*Maximum Daily Tooled Capacity - 44,800 pcs per day

Spring Seat #25338525-Print Revision 18:*

(Prices are the same for all Part Numbers on Spring Seat Chart)

	<u>Price</u>	<u>Approx. Estimated Volume</u>
CY 2004	\$.4493 ea	800,000 pcs
CY 2005	\$.4290 ea	1.9 Million pcs
CY 2006	\$.3155 ea	5.3 Million pcs
CY 2007	\$.2757 ea	5.3 Million pcs
CY 2008	\$.2674 ea	5.3 Million pcs

*Maximum Daily Tooled Capacity 22,400 pcs per day

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EXHIBIT B

**ADDITIONAL PURCHASE ORDER PROVISIONS
LIFETIME CONTRACTS**

**Autocam
4070 East Paris Avenue
Kentwood, Michigan 49512**

1. PURCHASE OF PRODUCT

Seller agrees to sell, and Buyer agrees to purchase, one hundred percent (100% of Buyer's production and service requirements for the following product (the "Product" or "Goods")):

<u>Part Number</u>	<u>Description</u>	<u>Unit Price</u>	<u>Daily Tool Capacity</u>
5495149	Spacer	\$0.2414	15,000
17101967	Spacer	\$0.2414	1,000
17120840	Spacer	\$0.3690	15,000
17120841	Spacer	\$0.3690	15,000
17087918	Pole Piece	\$0.2684	150,000 Combined
17087919	Pole Piece	\$0.2700	
17086796	Pole Piece	\$0.2678	
5235165	Pole Piece	\$0.1360	
17101438	Pole Piece	\$0.1340	
17086911	Pole Piece	\$0.2200	
5235394	Seat	\$0.2030	150,000 Combined
5235202	Seat	\$0.1970	
5235397	Seat	\$0.2290	
17103388	Seat	\$0.1960	
17087680	Seat	\$0.2510	
17089917	Seat	\$0.2510	
17103878	Seat	\$0.5140	

2. TERMS

The Term of this Purchase Order is for the "life of the product", which is defined as the time period that the AC Rochester utilizes Top Feed, Bottom Feed and/or Mini-Throttle Body Fuel Injectors in any of its car or truck products, when these injectors utilize a spacer, pole piece, and/or seat.

3. PRICES: PRICE REDUCTION

The unit price of the Products effective January 1, 1994 is as described below, F.O.B. Seller's plant. This price is subject to the following minimum annual percentage reduction from the prior year's price:

Effective Date	<u>May 1, 1994</u>	<u>May 1, 1995</u>	<u>May 1, 1996</u>
5235149	\$0.2414	\$0.2414	N/A
17101967	\$0.2414	\$0.2414	\$0.2414
17120840	\$0.3690 (14.6%)	\$0.3180 (13.8%)	\$0.2660 (16.4%)
17120841	\$0.3690 (14.6%)	\$0.3180 (13.8%)	\$0.2660 (16.4%)
17087918	\$0.2684	\$0.2684	\$0.2634 (1.9%)*
17087919	\$0.27	\$0.27	\$0.27
17086796	\$0.2678	\$0.2678	\$0.2518 (6.0%)
5235165	\$0.136	\$0.136	\$0.136
17101438	\$0.134	\$0.134	\$0.13 (3%)*
17086911	\$0.22	\$0.22	\$0.134 (39.1%)
5235394	\$0.1977 (2.6%)	\$0.1735 (12.2%)	\$0.1735
5235202	\$0.1937 (1.7%)	\$0.1937	\$0.1937
5235397	\$0.2237 (2.3%)	\$0.1995 (10.8%)	\$0.1995
17103388	\$0.1927 (1.7%)	\$0.1927	\$0.1927
17089917	\$0.2457 (2.1%)	\$0.2215 (9.9%)	\$0.2215
17087680	\$0.2457 (2.1%)	\$0.2215 (9.9%)	\$0.2215
17103878	\$0.514	\$0.514	\$0.514

*These items require the implementation of cost reduction ideas concerning the reduction of the major OD., opening of the run out tolerance on the saturation diameter and reducing the length of the intermediate diameter.

No adjustments will be made for cost increases, including increases in Seller's costs for labor or overhead. As AC Rochester dictates the use of raw material from specific suppliers and assists in negotiating these costs, adjustments for changes in material costs will be made only with the direct involvement of the Automotive Components Group's Purchasing Departments.

In addition, Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce Seller's cost, with the understanding that to the extent that 66.7% of the cost savings (after deduction of expenditures for development, applications, engineering, tools, prototypes and financing, including internal costs) exceed the agreed upon minimum above, these savings will be applied to reduce the price of the Product to Buyer and the balance will be for the benefit of Seller.

4. SUPPLIER DEVELOPMENT: QUALITY CONTROL

Seller agrees to participate in Buyer's supplier development programs(s). In addition, Seller will institute a quality control and inspection system which incorporates the General Quality Standards of General Motors and such other standards and procedures as may be required by Buyer.

5. RIGHT TO PURCHASE FROM OTHERS

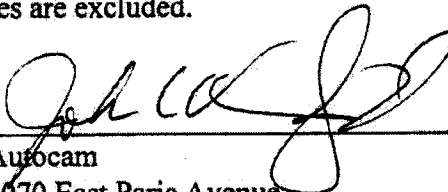
Seller will assure that the Products remain competitive in terms of technology, design, and quality with similar goods available to Buyer during the term of this Purchase Order. If, in the reasonable opinion of Buyer, the Products do not remain competitive, Buyer, to the extent it is free to do so, will advise Seller in writing of the areas(s) in which another product is more competitive with respect to technology, design or quality. If, within ninety days, Seller does not agree to remedy the uncompetitive condition(s), Buyer may terminate this Purchase Order twelve months from the date of the initial notification. If and when the Seller notifies the Buyer it will not remedy the uncompetitive condition(s), Seller will have the opportunity to reprice the product to compensate for anticipated under-utilization of capacity. The twelve month termination notice and the repricing opportunity shall be limited to a period of four years from the date of this contract.

6. TECHNICAL INFORMATION: WAIVER OF CLAIMS


Upon the request of Buyer, Seller will deliver to Buyer such information which is normally submitted with the Purchased Parts Acceptance Procedure. This information will include all general data (i.e. drawings; purchasing specifications; tool and labor routings; inspection processes; assurance and reliability projections; process capability studies; test reports; and failure mode and analysis studies). Information peculiar to Autocam's proprietary equipment and processes are excluded.



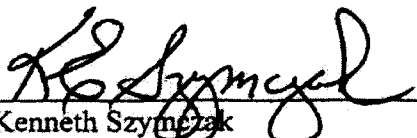
Harold Kutner
Executive Director - AC Purchasing



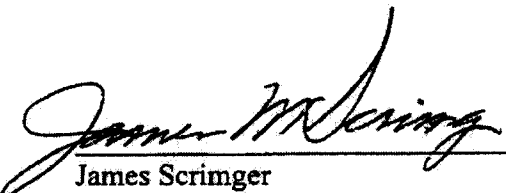
Autocam
4070 East Paris Avenue
Kentwood, Michigan 49512



John Stiles
Director - AC Metallic Commodity



Kenneth Szymczak
Director of Purchasing - AC Rochester



James Scrimger
Senior Buyer - AC Rochester/CV

EXHIBIT C

M2

Affidavit of Christopher C. Qualters Pg 17 of 27

Autocam Corporation
4070 East Paris Avenue
Kentwood, MI 49512

Additional Purchase Order Provisions
Lifetime Contracts

1. **Purchase of Product**

Seller agrees to sell, and Buyer agrees to purchase, approximately one hundred percent (100%) of Buyer's production and service requirements for the following product (the "Product" or "Goods"):

<u>Part Number</u>	<u>Description</u>	<u>Per Unit Price</u>	<u>*Long-term Annual Daily Tool Capacity</u>
25168276	Seat Guide	\$0.2373	150,000
25168900	Pole Piece	\$0.6738	150,000
25170198	Core Valve	\$0.436	120,000

* Tooled capacity at any given point in time is driven by market needs and negotiated annually when price is revised.

2. **Term**

The term of this Purchase Order is for the "life of the Product", which is defined as the duration of negotiated pricing for the current Multec 2 Fuel Injector style presently projected to run from March 1, 1997 through 2001 at 2,171,345 EAU for 1997. Paragraph 13 ("Termination") on the reverse side of this Purchase Order is deleted.

3. **Prices; Price Reduction**

The per-unit price of the Product is F.O.B. Seller's Plant. Prices will be reviewed quarterly. Adjustments per the following schedules will be made if the average volume for the quarter meets the next (daily) minimum volume plateau. Any adjustment will be made on the 1st day of the 1st month of the following calendar quarter via purchase order adjustment.

Part No. 25168276 Seat Guide

<u>Daily Requirement</u>	<u>Piece Price</u>	<u>Estimated Annual Usage</u>
20,000	\$0.1603	5,000,000 EAU
36,000	\$0.1428	9,000,000 EAU
60,000	\$0.1380	15,000,000 EAU
80,000	\$0.1283	20,000,000 EAU
108,000	\$0.1236	27,000,000 EAU
120,000	\$0.1216	30,000,000 EAU
136,000	\$0.1192	34,000,000 EAU
150,000	\$0.1167	37,500,000 EAU

Part No. 25178900 Pole Piece

<u>Daily Requirement</u>	<u>Piece Price</u>	<u>Estimated Annual Usage</u>
20,000	\$0.6423	5,000,000 EAU
40,000	\$0.5835	10,000,000 EAU
60,000	\$0.5424	15,000,000 EAU
80,000	\$0.5150	20,000,000 EAU
100,000	\$0.5140	25,000,000 EAU
120,000	\$0.4971	30,000,000 EAU
140,000	\$0.4772	35,000,000 EAU

Part No. 25170198 Core Valve

<u>Daily Requirement</u>	<u>Piece Price</u>	<u>Estimated Annual Usage</u>
20,000	\$0.4111	5,000,000 EAU
40,000	\$0.3687	10,000,000 EAU
60,000	\$0.2929	15,000,000 EAU
80,000	\$0.2655	20,000,000 EAU
100,000	\$0.2645	25,000,000 EAU
120,000	\$0.2358	30,000,000 EAU
140,000	\$0.2262	35,000,000 EAU

No adjustments will be made for cost increases, including increases in Seller's costs for labor or overhead. Material increases or decreases will be handled via current "sur-charge" mechanisms. Service level pricing to be maintained at the highest level daily requirement achieved for a maximum of three years following the end of the contract. Seller then reserves the right to reprice for service levels.

In addition, Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce Seller's costs, with the understanding that fifty percent (50%) of the net savings (after deduction of expenditures for development, applications, engineering, tools, prototypes and financing) will be applied to reduce the price of the Product to Buyer and the balance will be for the benefit of Seller.

4. Supplier Development; Quality Control

Seller agrees to participate in Buyer's supplier development program(s). In addition, Seller will institute a quality control and inspection system which incorporates the General Quality Standards of General Motors and such other standards and procedures as may be required by Buyer.

5. Right to Purchase from Others

Seller will assure that the Product remains competitive in terms of technology, design, and quality with similar goods available to Buyer during the term of this agreement. If, in the reasonable opinion of Buyer, the Product does not remain competitive, Buyer, to the extent it is free to do so, will advise Seller in writing of

the area(s) Affidavit of Christopher J. Quate, Competitive with respect to technology, design or quality. If, within (thirty to ninety) days, Seller does not agree to be competitive with comparable technology, design or quality, Buyer may terminate this Agreement and purchase from another supplier. Buyers is liable for the cost of tooling specifically designed and purchased by the Seller for products covered under this agreement.

6. Technical Information; Waiver of Claims

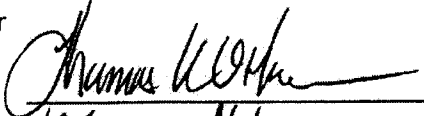
6.1 Upon the request of Buyer, Seller will deliver to Buyer all information that is normally submitted with the Purchased Parts Acceptance Procedure. Such information will include all general data such as; drawings, purchasing specifications, tool and reliability projections, process capability studies, test reports, and FMEA studies. PPAP information will be delivered free of restriction as to use or disclosure and will be updated by Seller to reflect any changes in the Product or its manufacture unless the information is agreed as proprietary or patented. All information peculiar to Seller's proprietary equipment and processes are excluded.

6.2 In the event Buyer exercises its right to terminate or cancel this Agreement and then makes the Product or purchases the Product from another supplier, Seller agrees not to bring any action or claim against Buyer, its suppliers, dealers, or customers arising from the manufacture, use and sale of the Product or use of the information knowingly furnished by Seller to Buyer under the terms of this Agreement. Seller will secure the necessary agreements with its employees and sub-contractors to assure compliance with this Section 6.

Purchase Order Terms and Conditions

Buyer's Purchase Order Terms and Conditions (1986, a copy of which is attached are hereby incorporated into this Agreement by reference. Any amendment to or revision of such Terms and Conditions shall also become a part hereof, provided that; (i) Buyer provides Seller with a copy of the Terms and Conditions as amended or revised; and (ii) Seller does not object to said amendment or revised Terms and Conditions within thirty (30) days after receipt. The Terms and Conditions and any amendment or revision made a part; thereof shall be construed, to the extent possible, as consistent with the terms and conditions set forth herein and as cumulative; provided, however, that if such construction is unreasonable, the terms and conditions set forth herein shall control.

This Agreement is effective as of the last day of its execution.

Seller
By 
Title VP Sales & Mktg.
Date 12/21/98

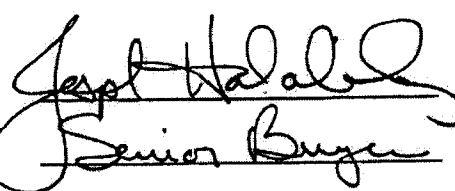
Buyer
By 
Title Senior Buyer
Date 12-21-98

EXHIBIT D

(p)

DELPHI AUTOMOTIVE SYSTEMS

LONG TERM CONTRACT

1. Purchase of Product

Autocam International Ltd. ("Seller") agrees to sell, and Delphi Corporation LLC acting through its Energy and Chassis Division ("Buyer") agrees to purchase, approximately one-hundred percent (100%) of Buyer's North American production and service requirements for the following products (each referred to as a "Product" and collectively referred to as the "Products"):

Part Number	Description	Per Unit Price	Annual Daily Tool Capacity
25357606	Pole Piece – Fuel Injector – Plated version of p/n 25357605	\$0.4748	100,000

2. Term

With respect to each Product, the term of this Contract is from January 1, 2004 through December 31, 2009.

3. Prices

The per unit price of each Product for the 2004 calendar Year is F.O.B. Autocam Plant – Kentwood, Michigan USA (2000 IncoTerms). Pricing for each subsequent calendar year is subject to the following minimum annual percentage reductions from the prior calendar year pricing:

Calendar Year	Price (Each)	% Reduction
2004	\$0.4748	
2005	\$0.3712	21.8
2006	\$0.3422	7.8
2007	\$0.3062	10.5
2008	\$0.2874	6.1
2009	\$0.2699	6.1

Buyer and Seller will use their best efforts to implement cost savings and productivity improvements in order to reduce Seller's costs of supplying each Product. Buyer and Seller agree that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to fifty percent (50%) of any net cost savings achieved by Seller with respect to such Product (i.e., savings after recovery by Seller of a pro rata portion, based on the remaining term of this Contract, of the reasonable and documented costs to achieve

such cost savings), provided, however, that the pricing of each Product will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any savings resulting from reduction on the content of the such Product.

No price increases (including any decrease of the scheduled price reductions) will be made on account of (i) Seller's failure to achieve any expected cost savings or productivity improvements or (ii) any increases in Seller's labor, materials, overhead and other costs. In the event that Buyer agrees to any price increases (or a decrease of any scheduled price reductions) with respect to any Product, then, notwithstanding anything to the contrary set forth in this Contract, the pricing of each Products will be reduced (in addition to any scheduled price reductions) by an amount equal to one hundred percent (100%) of any subsequent net cost savings achieved by Seller with respect to such Product until aggregate price reductions on account of Seller's cost savings equal any price increases previously agreed to by Buyer.

4. Right to Purchase from Others

During the entire term of this Contract, Seller will assure that each Product remains competitive in terms of technology, design, service and quality with any similar product available to Buyer. Following April 1, 2005, seller will also assure that each Product remains competitive in terms of price with any similar product available to Buyer. If, in the reasonable opinion of Buyer, a Product does not remain competitive, Buyer, to the extent it is free to do so, will advise Seller in writing of the area(s) in which a similar product is more competitive. If, within ninety (90) days, Seller does not agree to immediately sell any Product with comparable technology, design, quality, or, if applicable, price, Buyer may elect to purchase any similar products available to Buyer without any liability to Seller under this Contract.

5. Purchase Orders

All Products will be ordered by Buyer, and delivered by Seller, in accordance with written purchase orders (including related delivery releases and shipping instructions) issued by Buyer from time to time during the term of this Contract. Buyer's General Terms and Conditions, a copy of which is attached, are hereby incorporated into this Contract by reference, provided, however, that Buyer's right to "terminate for convenience" under the General Terms and Conditions will be inapplicable to this Contract until the end of July 31, 2005. Any amendment to, or revision of, such General Terms and Conditions shall also become a part of this Contract, provided that (i) Buyer provides Seller with a copy of such revised Terms and Conditions and (ii) Seller does not object to such revised Terms and Conditions in writing within thirty (30) days after receipt. The Terms and Conditions (together with any revision made a part of this Contract) shall be construed, to the extent possible, as consistent with the terms and conditions set forth in this Contract and as cumulative, provided, however, that if such construction is unreasonable, the terms and conditions set forth in this Contract shall control.

EXECUTED by Buyer and Seller as of **December 16, 2002.**

Buyer:

Delphi Automotive Systems LLC
acting through its Energy & Chassis Div.

By: 

Name: Andrew V. Dege 1/13/03

Title: Senior Buyer

Seller:

Autocam International Ltd.

By: 

Name: Thomas O'Mara 1/14/03

Title: V.P. Sales + Mktg.

EXHIBIT E

autocam

Autocam Corporation
Global Headquarters
4436 Broadmoor SE
Kentwood, MI 49512 USA

tel: 616 698 0707
toll free: 800 747 8978
fax: 616 698 8876

www.autocam.com

John C. Novak
Director Product Purchasing
Delphi Powertrain
5820 Delphi Drive
Troy, MI 48098-2815

June 28, 2007

Dear John,

Thank you for contacting me the other day to clarify expectations. We agree to work with you on a "vision" of what our respective businesses would look like in the long term. It is clear that we value our position as your top supplier for gasoline fuel systems, and we are very interested in keeping this position in the long term.

You have asked our team to provide a "value proposal" with respect to our long term business produced in our Kentwood, Michigan facility. In preparation for this effort, we summarized the book of business based on data provided from Delphi summarized in the attached. Based on this data, we are concerned that the volume for this book of business is in a gradual decline. However, we believe there can be a value proposal which benefits both Delphi and Autocam if we can find a way to reverse the sales decline or better yet, grow the business. We don't have all the action items necessary to fill these gaps, but we understand that Delphi has needs for high precision components in its core products. Therefore, our "value proposal" for extending contracts for the Multec family of injector products through the end of 2012 assumes the following:

Pricing: Autocam offers the following pricing actions.

1. Maintain production pricing Multec 2 components through 2012. Please note that plating price reductions are included in our proposal through 2011 as contracted with Whyco. This of course assumes that Whyco honors all terms of its agreement including price reductions. We cannot pass on reductions if Whyco does not follow through.
2. Delphi honors its contractual commitment to reimburse raw material surcharges for the life of this agreement.
3. Maintain current Multec 1 "service pricing" as currently contracted except for adjustment of 2 components (seat core blank 17091550 to \$0.4640 and core blank 17120073 to \$0.8959). These parts were held at the high volume prices despite service volume. The "CAPs" agreement allowed for repricing of these parts.
4. Extension of the current M3.5 agreements for the Pole Piece and Valve. Autocam will provide a 2% productivity on current M3.5 Pole Piece (#25357606) and Valve (#25365300) each year starting 2010 through 2012. This reduction is valid for parts under "NAO" contracts issued by Delphi for delivery to the Rochester NY facility.

Conditions: The following points will be conditions of any agreement between Autocam and Delphi.

1. Delphi agrees to source 100% of its Global requirements for all Multec components (M3.5, M2, M1) currently produced by Autocam. This also includes business proposed and not yet formally awarded for China.
2. Delphi agrees to give Autocam first right of refusal on any new (precision-machined) fuel system related component business.
3. "Gasoline Port" fuel injector volumes projected by Delphi and reflected in the following table are achieved within 85% of the Global Injector and Service totals shown.

John, I respect the direct and straight-forward way you conduct business. I appreciate the opportunity to have direct conversations with you regarding our future so please contact me after you have had a chance to review this proposal for developing the next steps.

Best regards,
AUTOCAM CORPORATION


John C. Kennedy
President and CEO

Attachment:

Business Schedule Autocam-Kentwood to Delphi Fuel Systems

Global Injector Volume		2008	2009	2010	2011	
M2 Total	15,094,882	11,740,804	6,753,524	1,217,988	1,217,988	1,217,988
M3.5+ Total	12,983,782	15,234,482	20,207,124	23,134,902	21,191,898	19,975,788
Global Injector Total	28,078,664	26,975,286	26,960,648	24,352,890	22,409,886	21,193,784
Service Volume Total	2,819,495	3,448,524	3,104,572	2,759,619	2,414,867	2,069,714

	Sales Forecast					
		2008	2009	2010	2011	
Multec 2	\$14,007,979	\$10,381,318	\$5,895,287	\$1,052,226	\$1,041,751	\$1,041,751
Multec 3.5	\$7,840,448	\$8,988,734	\$12,218,096	\$13,756,981	\$12,167,084	\$11,120,287
Multec Guide	\$3,232,884	\$2,946,095	\$2,330,380	\$1,377,982	\$1,328,608	\$1,385,580
Multec Total w/plate	\$25,081,310	\$22,306,147	\$20,443,743	\$16,187,148	\$14,537,443	\$13,527,609
Plating	\$5,726,253	\$5,114,478	\$4,852,917	\$4,164,340	\$3,639,362	\$3,441,866
Multec Total w/o plate	\$19,355,057	\$17,191,669	\$15,590,826	\$12,022,808	\$10,898,081	\$10,085,733
Service Total	\$2,587,303	\$3,741,721	\$3,367,549	\$2,993,377	\$2,619,205	\$2,245,033
Grand Total w/ plate	\$27,688,612	\$26,047,868	\$23,811,291	\$19,180,525	\$17,156,648	\$15,772,631
Grand Total w/o plate	\$21,942,360	\$20,933,390	\$18,958,375	\$15,016,185	\$13,517,286	\$12,330,765